

Rec'd by  
e mail  
10/02/00

Fr. L. Grandy

AG Contract No.: KR 00- 1987 TRN  
ADOT ECS File No. JPA 00-150  
Project: Interstate 10 (I-10) 010-C-(003)  
TRACS: H 5328 01C  
Section: Elliot Road - Ray Road

**INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TEMPE**

THIS AGREEMENT is entered into \_\_\_\_\_, 2000 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the "State" ) and the CITY OF TEMPE, acting by and through its MAYOR and COUNCIL, ( the "City" )

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on Interstate 10 at the following location.

On the east side of Interstate 10 from milepost 157.74 at Elliot Road to milepost 160.31 east of Ray Road, a net distance of approximately 2.57 miles, as designated in the attached Maintenance Exhibit.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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**II. SCOPE OF WORK**

1. The State will prepare to State standards design plans for the landscaping and irrigation construction project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, at State's expense. The State will use color coded irrigation pipe to indicate the presence of reclaimed water, as required by law.

3. The City will provide potable or reclaimed water mains up to or within the State's right of way at the City's expense. Reclaimed water shall be Class A, or better, as defined by Arizona Administrative Code (18 A.A.C. 11, Article 3) proposed May 5, 2000.

4. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City will authorize and pay or waive any water development fees.

5. The City shall furnish all potable or reclaimed water at the design pressures stated in the design plans for landscape installation during the construction phase, and all water, thereafter necessary to properly maintain the landscape, at City's expense. All planned work by the City within the State's Control of Access shall be requested through the State's Phoenix Maintenance District Permits Office.

6. Should the City elect to deliver treated reclaimed water instead of potable water, the City shall furnish and maintain any additional equipment and electrical power required by the State to maintain design water pressures, and any equipment deemed necessary by the State to effectively interface with the State's existing irrigation system, all at the City's expense.

7. After construction, the State will maintain the landscaping, irrigation system, and pay for irrigation system electric, all generally within the Control of Access, as designated in the attached Maintenance Exhibit.

8. At the conclusion of the contractor maintenance and warranty period, referred to in the contract as Landscaping Establishment, the City shall maintain the irrigation system generally outside the Control of Access as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system. At this time, the City shall also assume responsibility of paying for electrical power necessary to operate the City's irrigation controllers and any booster pumps.

9. The City hereby agrees to maintain the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

10. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

### **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by either party at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007

City of Tempe  
City Manager  
Box 5002  
Tempe, AZ. 85280

7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF TEMPE,**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
GARY BROWN  
City Manager

By \_\_\_\_\_  
CATHERINE J. HEGEL  
Contract Administrator

ATTEST

By \_\_\_\_\_  
RANDY GROSS  
City Clerk

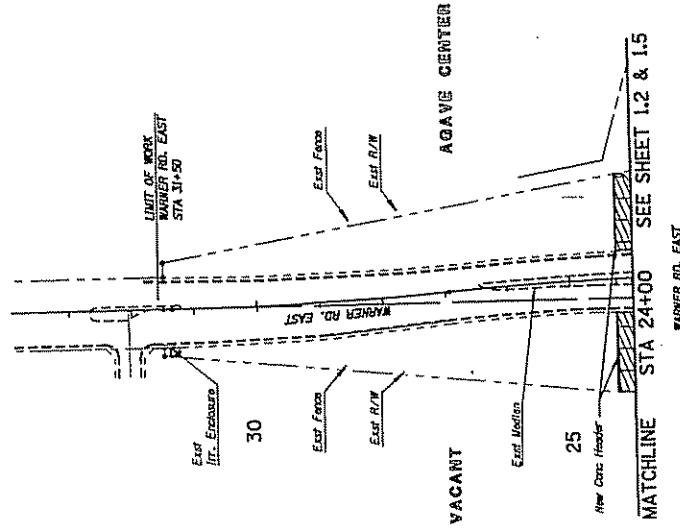




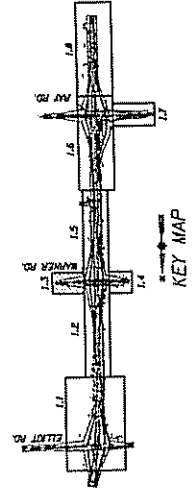
FILE NO.	DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	9/10	010-C-0003	3	8	
010 MA 157					



REFER TO PRIOR IGA  
AGREEMENT ADD FILE  
NO. JPA 93-63



LEGEND	AREA	IL3 ACRES
	ADOT LANDSCAPE MAINTENANCE AREAS	



PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING	
ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES	
15th IGA LANDSCAPE MAINTENANCE EXHIBIT	
DATE DESIGNED DRAWN CHECKED BY	NAME CITY STATE ZIP PHONE
1-10 LOCATION 1-10 - ELLIOT RD. TO RAY RD.	
TRACS NO. H5328 01 C 010-C-0003	
SHEET 13 OF 8 - OF -	

JPA 00-150, 00-151, 00-152

access to the area according to the specifications

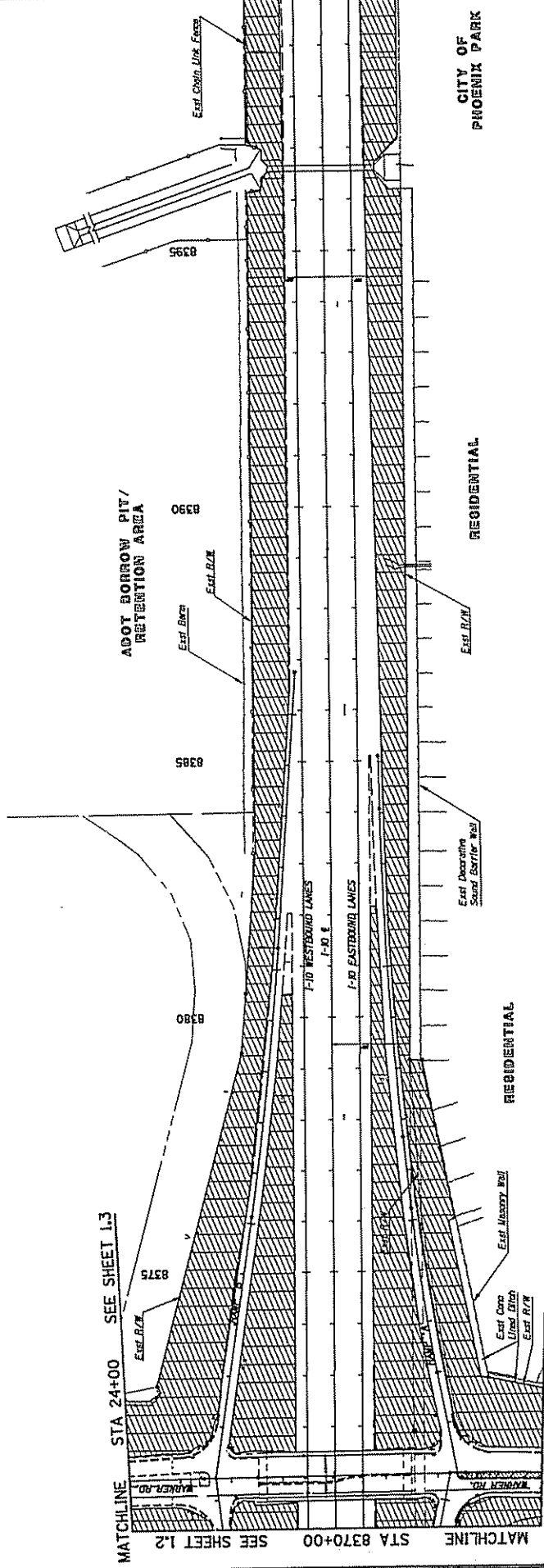




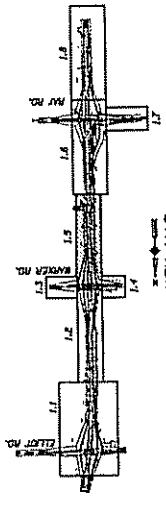
PROJECT NO.	00-C-1003	SHEET NO.	0
STATE	9	DATE	010 MA 157
DESIGNER		BY	
CHECKED		DATE	



MATCHLINE STA 8400+00 SEE SHEET 1.6



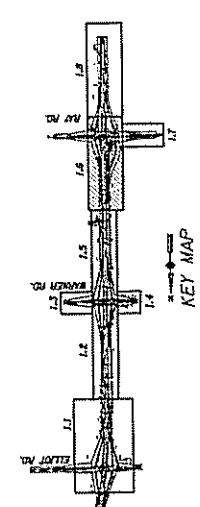
LEGEND	AREA
ADOT LANDSCAPE MAINTENANCE AREAS	13.2 ACRES
CITY OF TEMPE LANDSCAPE MAINTENANCE AREAS	0.08 ACRES
CITY OF PHOENIX LANDSCAPE MAINTENANCE AREAS	0.04 ACRES



DATE	01-10	BY	1-10	LOCATION	1-10 - ELLIOT RD. TO RAY RD.	PROJECT NO.	010-C-1003
CITY	PHOENIX	STATE	9	DESIGNER	IGA LANDSCAPE	PRELIMINARY	NOT FOR CONSTRUCTION OR RECORDING
SCALE	1" = 40'	DATE	01-10	BY	1-10	SHEET	13 OF 18

JPA 00-150, 00-151, 00-152

DESIGNED BY THE DESIGNER'S SPECIFICATION



**SPECIFICATION**



**Lynn Grandy**

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**From:** Mark Schalliol  
**Sent:** Wednesday, November 22, 2000 3:55 PM  
**To:** Lynn Grandy  
**Subject:** IGA's

I have reviewed the exhibits for 00-150, 00-151, and 00-152. Ok with me.



**ATTORNEY GENERAL**  
**CIVIL DIVISION**  
**TRANSPORTATION SECTION**

**MEMORANDUM**

**TO:** JACK HAMMITT  
Joint Project Administration 616E

**FROM:** SUSAN E. DAVIS  
Assistant Attorney General

**DATE:** October 19, 2000

**RE:** IGA - City of Phoenix  
ECS File JPA 00-151  
A.G. No. KR00-1988TRN  
Project: Interstate 10(1-10) 010-C (003)  
TRACS: H532801C  
Section: Elliot Road - Ray Road

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This agreement appears to be in proper form and may be circulated for signature.

*Susan Davis*  
SUSAN E. DAVIS  
Assistant Attorney General

SED:ggt

Att.

652094

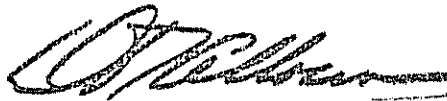
\* Need 11X17 EXHIBIT  
to send for Draft Review  
Cts  
Schallum  
Dent  
Honey

*Need MAINTENANCE  
EXHIBIT.  
25 OCT*

RESOLUTION

BE IT RESOLVED on this 30th day of August 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tempe for the purpose of defining responsibilities for the design, construction and maintenance of landscaping certain areas within the right of way on the east side of Interstate 10 between Elliot and Ray Roads.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contractor Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is positioned above a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director



**ATTORNEY GENERAL**  
**CIVIL DIVISION**  
**TRANSPORTATION SECTION**

**MEMORANDUM**

**TO:** LYNN GRANDY  
Joint Project Administration 616E

**FROM:** SUSAN E. DAVIS  
Assistant Attorney General

**DATE:** October 23, 2000

**RE:** IGA - City of Tempe  
ECS File JPA 00-150  
A.G. No. KR00-1987TRN  
Project: Interstate 10 (I-10) 010-C-(003)  
TRACS No. H532801C  
Section: Elliot Road - Ray Road

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This agreement appears to be in proper form and may be circulated for signature.

  
SUSAN E. DAVIS  
Assistant Attorney General

SED:ggt

Att.

652485

*from home  
11/19  
Dust Draft*